

**REVISED REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES  
TO PROVIDE EQUINE DRUG TESTING SERVICES  
ISSUED BY DEPARTMENT OF AGRICULTURE**

**I. Overview**

The State of Delaware Department of Agriculture seeks Equine Drug Testing Services. This request for proposals (“RFP”) is issued pursuant to 29 *Del. C.* §§ 6981 and 6982.

The proposed schedule of events subject to the RFP is outlined below:

Public Notice

Date: December 5, 2008

Deadline for Receipt of Proposals

Date: February 2, 2009 (revised from January 15)

Notification of Award

Date: March 6, 2009 (revised from February 13)

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm’s interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. Furthermore, the transmittal letter must attest to the fact that no activity related to this proposal contract will take place outside of the United States. The State of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements.

## **II. Scope of Services**

Department of Agriculture, and the Delaware Thoroughbred and Harness Racing Commissions are soliciting proposals for equine drug testing services. The services will involve screening equine urine and blood samples using thin layer chromatography (TLC) and immunoassays (ELISA), quantitation of furosemide and phenylbutazone using high performance liquid chromatography (HPLC), urine specific gravity measurement, total carbon dioxide blood gas measurement, and confirmation using gas chromatography/mass spectrometry (GC/MS) and liquid chromatograph/mass spectrometry (LC/MS/MS).

The bidder understands by submission of a bid that this RFP and any executed contract is further subject to the provisions of 3 Del. C. § 10029 (g), § 10128 (n) (i). These provisions of the Delaware law require that any expansion of the Harness or Thoroughbred Racing Commission's testing program must be reasonable and related to the need to maintain competitive salaries, inflation and expansion in the number of races or race dates. The bidder understands that prior to execution of any contract the Commissions may be required, pursuant to § 10029 (g), § 10128 (n)(i), to obtain the consent of the licensed tracks to any expansion of the drug testing programs, and that the Commissions may be required to hold public hearings to determine if the proposed expansion of the drug testing program is reasonable.

The bidder further understands and agrees that any ruling by the Commissions or any court that the proposed expansion of the drug testing program in this RFP is "unreasonable" under either § 10029 (g) or § 10128 (n) (i), shall entitle the Commissions to exercise the right to terminate the RFP process or terminate any executed contract."

The goal for the equine drug testing program is to ensure the integrity of racing, to guard the health of the race animals, and to safeguard the interest of the wagering public and racing participants thorough the control of all drug substances, medications or other substances which might be administered to the race animal.

It is the goal of this Request for Proposal to identify a vendor(s) and execute a contract to implement Equine Drug Testing Service.

### **III. Required Information**

The following information shall be provided in each proposal in the order listed below. Failure to respond to any request for information within this proposal may result in rejection of the proposal at the sole discretion of the State.

#### **A. Minimum Requirements**

1. Delaware business license:  
Provide evidence of a Delaware business license or evidence of an application to obtain the business license.
2. Professional liability insurance:  
Provide evidence of professional liability insurance in the amount of \$1,000,000.00.

#### **B. General Evaluation Requirements**

1. Experience and Reputation
2. Expertise (for the particular project under consideration)
3. Equipment and methods of testing
4. Location (geographical)
5. Demonstrated ability for consultations
6. Price

## **IV. Professional Services RFP Administrative Information**

### **A. RFP Issuance**

#### **1. Obtaining Copies of the RFP**

This RFP is available in electronic form only through State of Delaware Procurement website at [www.gss.omb.delaware.gov](http://www.gss.omb.delaware.gov) . Paper copies of this RFP will not be available.

#### **2. Public Notice**

Public notice has been provided in accordance with 29 *Del. C.* § 6981.

#### **3. Assistance to Vendors with a Disability**

Vendors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Designated Contact no later than ten days prior to the deadline for receipt of proposals.

#### **4. RFP Designated Contact**

All requests, questions, or other communications about this RFP shall be made in writing to the State of Delaware. Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the RFP designated contact.

Thoroughbred Racing Commission  
John F. Wayne, Executive Director  
777 Delaware Park Boulevard  
Wilmington, Delaware 19804  
Email: [john.wayne@state.de.us](mailto:john.wayne@state.de.us)

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

#### **5. Consultants and Legal Counsel**

The State of Delaware may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the vendors' responses. Bidders shall not contact consultant or legal counsel on any matter related to the RFP.

#### **6. Contact with State Employees**

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration.

Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

**7. Organizations Ineligible to Bid**

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended is ineligible to bid. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.

**8. Exclusions**

The Proposal Evaluation Team reserves the right to refuse to consider any proposal from a vendor who:

- a) Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
- b) Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;
- c) Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
- d) Has violated contract provisions such as:
  - 1) Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
  - 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
- e) Has violated ethical standards set out in law or regulation; and
- f) Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

**B. RFP Submissions**

**1. Acknowledgement of Understanding of Terms**

By submitting a bid, each vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

**2. Proposals**

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with six paper copies and two electronic copies on CD.

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than **4:00 PM EST on February 2, 2009**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

Thoroughbred Racing Commission  
John F. Wayne, Executive Director  
777 Delaware Park Boulevard  
Wilmington, Delaware 19804

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Proposals must be received at the above address no later than **4:00 PM EST on February 2, 2009**. Any proposal received after this date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.

**3. Proposal Modifications**

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

**4. Proposal Costs and Expenses**

The State of Delaware will not pay any costs incurred by any Vendor associated with any aspect of responding to this solicitation, including proposal preparation, printing or delivery, attendance at vendor's conference, system demonstrations or negotiation process.

**5. Proposal Expiration Date**

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through the term of the contract. The State of Delaware reserves the right to ask for an extension of time if needed.

**6. Late Proposals**

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

**7. Proposal Opening**

The State of Delaware will receive proposals until the date and time shown in this RFP. Proposals will be opened only in the presence of the State of Delaware personnel. Any unopened proposals will be returned to Vendor.

There will be no public opening of proposals but a public log will be kept of the names of all vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed to competing vendors prior to contract award.

**8. Non-Conforming Proposals**

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within the State of Delaware.

**9. Concise Proposals**

The State of Delaware discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The State of Delaware's interest is in the quality and responsiveness of the proposal.

**10. Realistic Proposals**

It is the expectation of the State of Delaware that vendors can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

The State of Delaware shall bear no responsibility or increase obligation for a vendor's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

**11. Confidentiality of Documents**

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Team or its designated agents. There shall be no disclosure of

any vendor's information to a competing vendor prior to award of the contract.

The State of Delaware is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 *Del. C.* Ch. 100. Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by the State of Delaware and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 *Del. C.* § 10002(d), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed.

## **12. Multi-Vendor Solutions (Joint Ventures)**

Multi-vendor solutions (joint ventures) will be allowed only if one of the venture partners is designated as the "**prime contractor**". The "**prime contractor**" must be the joint venture's contact point for the State of Delaware and be responsible for the joint venture's performance under the contract, including all project management, legal and financial responsibility for the implementation of all vendor's systems. If a joint venture is proposed, a copy of the joint venture agreement clearly describing the responsibilities of the partners must be submitted with the proposal. Services specified in the proposal shall not be subcontracted without prior written approval by the State of Delaware, and approval of a request to subcontract shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work. Further, vendor shall be and remain liable for all damages to the State of Delaware caused by negligent performance or non-performance of work by its subcontractor or its sub-subcontractor.



Multi-vendor proposals must be a consolidated response with all cost included in the cost summary. Where necessary, RFP response pages are to be duplicated for each vendor.

**a. Primary Vendor**

The State of Delaware expects to negotiate and contract with only one “prime vendor”. The State of Delaware will not accept any proposals that reflect an equal teaming arrangement or from vendors who are co-bidding on this RFP. The prime vendor will be responsible for the management of all subcontractors.

Any contract that may result from this RFP shall specify that the prime vendor is solely responsible for fulfillment of any contract with the State as a result of this procurement. The State will make contract payments only to the awarded vendor. Payments to any-subcontractors are the sole responsibility of the prime vendor (awarded vendor).

Nothing in this section shall prohibit the State of Delaware from the full exercise of its options under Section IV.B.16 regarding multiple source contracting.

**b. Sub-Contracting**

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. **The prime vendor shall be wholly responsible for the entire contract performance whether or not subcontractors are used.** Any subcontractors must be approved by State of Delaware.

**c. Multiple Proposals**

A primary vendor may not participate in more than one proposal in any form. Sub-contracting vendors may participate in multiple joint venture proposals.

**13. Sub-Contracting**

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and subcontractors must be identified by name. Any sub-contractors must be approved by State of Delaware.

**14. Discrepancies and Omissions**

Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of vendor. Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, vendor shall notify the State of Delaware's Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of vendor's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, no later than ten (10) calendar days prior to the time set for opening of the proposals.

**a. RFP Question and Answer Process**

The State of Delaware will allow written requests for clarification of the RFP. All questions will be consolidated into a single set of responses and posted on the State's website at [gss.omb.delaware.gov](http://gss.omb.delaware.gov) by 12:00 PM each Friday. Vendors' names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

Section number

Paragraph number

Page number

Text of passage being questioned

Question

Questions not submitted electronically shall be accompanied by a CD and questions shall be formatted in Microsoft Word.

**15. State's Right to Reject Proposals**

The State of Delaware reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether they be in the State of Delaware's specifications or vendor's response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include

portions of the originally proposed project as the State of Delaware may deem necessary in the best interest of the State of Delaware.

**16. State's Right to Cancel Solicitation**

The State of Delaware reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The State of Delaware makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

This RFP does not constitute an offer by the State of Delaware. Vendor's participation in this process may result in the State of Delaware selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the State of Delaware to execute a contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason.

**17. State's Right to Award Multiple Source Contracting**

Pursuant to 29 *Del. C.* § 6986, the State of Delaware may award a contract for a particular professional service to two or more vendors if the agency head makes a determination that such an award is in the best interest of the State of Delaware.

**18. Notification of Withdrawal of Proposal**

Vendor may modify or withdraw its proposal by written request, provided that both proposal and request is received by the State of Delaware prior to the proposal due date. Proposals may be re-submitted in accordance with the proposal due date in order to be considered further.

Proposals become the property of the State of Delaware at the proposal submission deadline. All proposals received are considered firm offers at that time.

**19. Revisions to the RFP**

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the State of Delaware's website at [gss.omb.delaware.gov](http://gss.omb.delaware.gov). The State of Delaware is not bound by any statement related to this RFP made by any State of Delaware employee, contractor or its agents.

**20. Exceptions to the RFP**

Any exceptions to the RFP, or the State of Delaware's terms and conditions, must be highlighted and included in writing in the proposal. Acceptance of exceptions is within the sole discretion of the evaluation committee.

**21. Award of Contract**

The final award of a contract is subject to approval by the State of Delaware. The State of Delaware has the sole right to select the successful vendor(s) for award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other than the lowest priced proposal, to

award multiple contracts, or not to award a contract, as a result of this RFP.

Notice in writing to a vendor of the acceptance of its proposal by the State of Delaware and the subsequent full execution of a written contract will constitute a contract, and no vendor will acquire any legal or equitable rights or privileges until the occurrence of both such events.

**a. RFP Award Notifications**

After reviews of the evaluation committee report and its recommendation, and once the contract terms and conditions have been finalized, the State of Delaware will award the contract.

The contract shall be awarded to the vendor whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP.

It should be explicitly noted that the State of Delaware is not obligated to award the contract to the vendor who submits the lowest bid of the vendor who receives the highest total point score, rather the contract will be awarded to the vendor whose proposal is the most advantageous to the State of Delaware. The award is subject to the appropriate State of Delaware approvals.

After a final selection is made, the winning vendor will be invited to negotiate a contract with the State of Delaware; remaining vendors will be notified in writing of their selection status.

**C. RFP Evaluation Process**

An evaluation team composed of representatives of the State of Delaware will evaluate proposals on a variety of quantitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected.

The State of Delaware reserves full discretion to determine the competence and responsibility, professionally and/or financially, of vendors. Vendors are to provide in a timely manner any and all information that the State of Delaware may deem necessary to make a decision.

**1. Proposal Evaluation Team**

The Proposal Evaluation Team shall be comprised of representatives of the State of Delaware. The Team shall determine which vendors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 *Del. C.* §§ 6981 and 6982. **The Team may negotiate with one or more vendors during the same period and may, at its discretion, terminate negotiations with any or all vendors.** The Team shall make a recommendation regarding the award to the Contract administrator, who shall have final authority, subject to the provisions of this RFP and 29 *Del. C.* § 6982, to award a contract to the successful vendor in the best interests of the State of Delaware.

## 2. **Proposal Selection Criteria**

The Proposal Evaluation Team shall assign up to the maximum number of points for each Evaluation Item to each of the proposing vendor's proposals. All assignments of points shall be at the sole discretion of the Proposal Evaluation Team.

The proposals all contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by the State of Delaware to be essential for use by the Team in the bid evaluation and award process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible contractor and participate in the Proposal Evaluation Team's consideration for award. Proposals which do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Team.

The Team reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor pursuant to 29 *Del. C.* §6986. Such selection will be based on the following criteria:
  - (list criteria for multiple vendor award selection)

### **a. Criteria Weight**

All proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the Evaluation Team to evaluate proposals:

	Evaluation Criteria	
		<i>POINTS</i>
1.	Experience and Capability of Vendor.	30
2.	Turnaround Time.	20
3.	Equipment and methods of Testing	20
4.	The price proposal/pricing structure or Total Proposed Cost.	20
5.	Availability for consultation with Commissioner Steward	5

	and testimony at hearings.	
6.	Lab Location.	5
	<b>TOTAL SCORE</b>	=====
		100

**3. Proposal Clarification**

The Evaluation Team may contact any vendor in order to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Proposals may not be modified as a result of any such clarification request.

**4. References**

The Evaluation Team may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process. Additionally, the State of Delaware may choose to visit existing installations of comparable systems, which may or may not include vendor personnel. If the vendor is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits.

**5. Oral Presentations**

Selected vendors may be invited to make oral presentations to the Evaluation Team. The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components.

All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the vendor's responsibility.

**D. Contract Terms and Conditions**

**1. General Information**

- a. The term of the contract between the successful bidder and the State shall be for 2 years with 3 extensions for a period of 1 year for each extension.

- b. The selected vendor will be required to enter into a written agreement with the State of Delaware. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the State of Delaware. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements.
- c. The selected vendor or vendors will be expected to enter negotiations with the State of Delaware, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.
- d. The State of Delaware's standard contract will most likely be supplemented with the vendor's software license, support/maintenance, source code escrow agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.
- e. The successful vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No vendor is to begin any service prior to receipt a State of Delaware purchase order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful vendor.
- f. If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.

## **2. Collusion or Fraud**

Any evidence of agreement or collusion among vendor(s) and prospective vendor(s) acting to illegally restrain freedom from competition by agreement to offer a fixed price, or otherwise, will render the offers of such vendor(s) void.

By responding, the vendor shall be deemed to have represented and warranted that its proposal is not made in connection with any competing vendor submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud; that the vendor did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no employee or official of the State of Delaware participated directly or indirectly in the vendor's proposal preparation.

Advance knowledge of information which gives any particular vendor advantages over any other interested vendor(s), in advance of the opening of proposals, whether in response to advertising or an employee or representative thereof, will potentially void that particular proposal.

**3. Lobbying and Gratuities**

Lobbying or providing gratuities shall be strictly prohibited. Vendors found to be lobbying, providing gratuities to, or in any way attempting to influence a State of Delaware employee or agent of the State of Delaware concerning this RFP or the award of a contract resulting from this RFP shall have their proposal immediately rejected and shall be barred from further participation in this RFP.

The selected vendor will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this RFP upon agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the State of Delaware shall have the right to annul any contract resulting from this RFP without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

All contact with State of Delaware employees, contractors or agents of the State of Delaware concerning this RFP shall be conducted in strict accordance with the manner, forum and conditions set forth in this RFP.

**4. Solicitation of State Employees**

Until contract award, vendors shall not, directly or indirectly, solicit any employee of the State of Delaware to leave the State of Delaware's employ in order to accept employment with the vendor, its affiliates, actual or prospective contractors, or any person acting in concert with vendor, without prior written approval of the State of Delaware's contracting officer. Solicitation of State of Delaware employees by a vendor may result in rejection of the vendor's proposal.

This paragraph does not prevent the employment by a vendor of a State of Delaware employee who has initiated contact with the vendor. However, State of Delaware employees may be legally prohibited from accepting employment with the contractor or subcontractor under certain circumstances. Vendors may not knowingly employ a person who cannot legally accept employment under state or federal law. If a vendor discovers that they have done so, they must terminate that employment immediately.

**5. General Contract Terms**

**a. Independent contractors**

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party, or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.



It may be at the State of Delaware's discretion as to the location of work for the contractual support personnel during the project period. The State of Delaware shall provide working space and sufficient supplies and material to augment the Contractor's services.

**b. Non-Appropriation**

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

**c. Licenses and Permits**

In performance of the contract, the vendor will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful vendor. The vendor shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § 2502.

Prior to receiving an award, the successful vendor shall either furnish the State of Delaware with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200—Public Service, (302) 577-8205—Licensing Department.

Information regarding the award of the contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject vendor to applicable fines and/or interest penalties.

**d. Notice**

Any notice to the State of Delaware required under the contract shall be sent by registered mail to:

Thoroughbred Racing Commission  
John F. Wayne, Executive Director  
777 Delaware Park Boulevard  
Wilmington, Delaware 19804

**e. Indemnification**

**1. General Indemnification.**

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, ole or part, to the State, its employees or agents.

**2. Proprietary Rights Indemnification**

Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the State of Delaware shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively "Products") is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

- (a) Procure the right for the State of Delaware to continue using the Product(s);
- (b) Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
- (c) Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

**f. Insurance**

1. Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.
2. The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.
3. During the term of this contract, the vendor shall, at its own expense, carry insurance minimum limits as follows:

a.	Comprehensive General Liability	\$1,000,000
b.	Professional Liability/Misc. Error & Omissions/Product Liability	\$1,000,000/\$3,000,000

If the contractual service requires the transportation of departmental clients or staff, the vendor shall, in addition to the above coverages, secure at its own expense the following coverage:

a.	Automotive Liability (Bodily Injury)	\$100,000/\$300,000
b.	Automotive Property Damage (to others)	\$ 25,000

4. The vendor shall provide a certificate of insurance as proof that the vendor has the required insurance.

**g. Performance Requirements**

The selected Vendor will warrant that it possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.

**h. Warranty**

The Vendor will provide a warranty that the deliverables provided pursuant to the contract will function as designed for a period of no less than one (1) year from the date of system acceptance. The warranty shall

require the Vendor correct, at its own expense, the setup, configuration, customizations or modifications so that it functions according to the State's requirements.

**i. Costs and Payment Schedules**

All contract costs must be as detailed specifically in the Vendor's cost proposal. No charges other than as specified in the proposal shall be allowed without written consent of the State of Delaware. The proposal costs shall include full compensation for all taxes that the selected vendor is required to pay.

The State of Delaware will require a payment schedule based on defined and measurable milestones. Payments for services will not be made in advance of work performed. The State of Delaware may require holdback of contract monies until acceptable performance is demonstrated (as much as 25%).

**j. Penalties**

The State of Delaware may include in the final contract penalty provisions for non-performance, such as liquidated damages.

**k. Termination for Cause.**

If for any reasons, or through any cause, the Vendor fails to fulfil in timely and proper manner his obligations under the contract, or if the Vendor violates any of the covenants, agreements or stipulations of the contract, the State of Delaware shall thereupon have the right to terminate the contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination, In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Vendor under the contract shall, at the option of the State of Delaware, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is useable to the State of Delaware.

**l. Termination for Convenience**

The State of Delaware may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Vendor under the contract shall, at the option of the State of Delaware, become its property, and the Vendor shall be entitled to compensation for any satisfactory work completed on such documents and other materials which is useable to the State of Delaware. If the contract is terminated by the State of Delaware as so provided, the

Vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Vendor as covered by the contract, less payments of compensation previously made. Provided however, that if less than 60 percent of the services covered by the contract have been performed upon the effective date of termination, the Vendor shall be reimbursed (in addition to the above payment) for that portion of actual out of pocket expenses (not otherwise reimbursed under the contract) incurred by the Vendor during the contract period which are directly attributable to the uncompleted portion of the services covered by the contract.

**m. Non-discrimination**

In performing the services subject to this RFP the vendor will agree that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The successful vendor shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

**n. Covenant against Contingent Fees**

The successful vendor will warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty the State of Delaware shall have the right to annul the contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

**o. Vendor Activity**

No activity is to be executed in an off shore facility, either by a subcontracted firm or a foreign office or division of the vendor. The vendor must attest to the fact that no activity will take place outside of the United States in its transmittal letter. Failure to adhere to this requirement is cause for elimination from future consideration.

**p. Work Product**

All materials and products developed under the executed contract by the vendor are the sole and exclusive property of the State. The vendor will seek written permission to use any product created under the contract.

**p. Contract Documents**

The RFP, the purchase order, the executed contract and any supplemental documents between the State of Delaware and the successful vendor shall constitute the contract between the State of Delaware and the vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: contract, State of Delaware's RFP, Vendor's

response to the RFP and purchase order. No other documents shall be considered. These documents will constitute the entire agreement between the State of Delaware and the vendor.

**q. Applicable Law**

The laws of the State of Delaware shall apply, except where Federal Law has precedence. The successful vendor consents to jurisdiction and venue in the State of Delaware.

In submitting a proposal, Vendors certify that they comply with all federal, state and local laws applicable to its activities and obligations including:

- (1) the laws of the State of Delaware;
- (2) the applicable portion of the Federal Civil Rights Act of 1964;
- (3) the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
- (4) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- (5) that programs, services, and activities provided to the general public under resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government.

If any vendor fails to comply with (1) through (5) of this paragraph, the State of Delaware reserves the right to disregard the proposal, terminate the contract, or consider the vendor in default.

The selected vendor shall keep itself fully informed of and shall observe and comply with all applicable existing Federal and State laws, and County and local ordinances, regulations and codes, and those laws, ordinances, regulations, and codes adopted during its performance of the work.

**r. Scope of Agreement**

If the scope of any provision of the contract is determined to be too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the contract shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

**s. Other General Conditions**

- (1) **Current Version** – “Packaged” application and system software shall be the most current version generally available as of the date of the physical installation of the software.
- (2) **Current Manufacture** – Equipment specified and/or furnished under this specification shall be standard products of

manufacturers regularly engaged in the production of such equipment and shall be the manufacturer's latest design. All material and equipment offered shall be new and unused.

- (3) **Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
- (4) **Prior Use** – The State of Delaware reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the State of Delaware.
- (5) **Status Reporting** – The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.
- (6) **Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
- (7) **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.
- (8) **Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

#### **E. RFP Miscellaneous Information**

##### **1. No Press Releases or Public Disclosure**

Vendors may not release any information about this RFP. The State of Delaware reserves the right to pre-approve any news or advertising releases concerning this RFP, the resulting contract, the work performed, or any reference to the State of Delaware with regard to any project or contract performance. Any such news or advertising releases pertaining to this RFP or resulting contract shall require the prior express written permission of the State of Delaware.

##### **2. RFP Reference Library**

The State of Delaware has made every attempt to provide the necessary information within this RFP. The State of Delaware will make the reference library available only to the winning bidder.

##### **3. Definitions of Requirements**

To prevent any confusion about identifying requirements in this RFP, the following definition is offered: The words *shall*, *will* and/or *must* are used to designate a mandatory requirement. Vendors must respond to all mandatory

requirements presented in the RFP. Failure to respond to a mandatory requirement may cause the disqualification of your proposal.

**4. Production Environment Requirements**

The State of Delaware requires that all hardware, system software products, and application software products included in proposals be currently in use in a production environment by a least three other customers, have been in use for at least six months, and have been generally available from the manufacturers for a period of six months. Unreleased or beta test hardware, system software, or application software will not be acceptable.



**APPENDIX A**  
**SCOPE OF WORK DETAILS**

**I. BACKGROUND INFORMATION:**

**A. NUMBER OF SAMPLES TESTED**

The anticipated yearly volume of samples to be analyzed in the drug testing program will be approximately 1,500 Thoroughbred urine samples and 3,700 in year 2009 and 3,800 in year 2010 Harness urine samples. Approximately 3,000 urine samples will require specific gravity measurement, 1,200 blood samples will require phenylbutazone quantitation, 500 blood samples will require furosemide quantitation, and there will be approximately 600 "blood only" samples.

These quantities are estimates only and are based on previous volume. These estimated quantities will be used to compare the proposal prices for evaluating the bids. The number of tests ordered will be the number of samples actually submitted by the Commissions and the estimates provided here cannot be construed as a guarantee of the quantities that will be submitted.

**B. RACE TRACK LOCATIONS/RACING DATES**

Samples to be tested will be collected at three racetrack locations in the State of Delaware, including Delaware Park in Stanton, Delaware, Harrington Raceway in Harrington, Delaware, and Dover Downs in Dover, Delaware. Delaware Park holds approximately 135 days of Thoroughbred racing from mid-April through early November. There will be approximately 240 days of Harness racing shared between Harrington Raceway from late-April through early July, and one day in late July, mid August through end of October and Dover Downs from early-November through late April.

**C. RIGHT TO INSPECT**

The Commissions reserve the right to inspect a bidder's facility before making the final selection. If the inspection proves unsatisfactory, the Commissions reserve the right to adjudge the bid unresponsive and/or to reject the bid and select the next qualified laboratory. The Commissions reserve the right to reject any and all bids and to waive any formality in any bid received.

**D. REQUIREMENTS FOR PARTICIPATION IN BID PROCESS**

By submitting a bid, each laboratory understands, agrees to, and/or certifies the following:

1. All costs incurred by the laboratory for responding to this RFP are the sole responsibility of the laboratory and the State of Delaware shall bear no liability for those costs.

## Scope of Work (Continued)

### **I. BACKGROUND INFORMATION:** (Continued)

2. The laboratory has not been suspended or otherwise precluded from participating in the public procurement activity with any federal, state, or local government. If such suspension or preclusion is in effect, the laboratory shall include a letter with the bid setting forth the name and address of the governmental unit, the point of contact, the effective date of the suspension or preclusion, and all relevant circumstances.
3. Each laboratory bears sole responsibility for the accuracy and integrity of the laboratory procedures, results, and reports required pursuant to the selection under this RFP. The laboratory agrees to hold the Commissions harmless for any and all claims resulting from actions conducted by the laboratory while a test sample is in the care, custody, and control of the laboratory.
4. Any information or materials submitted in a bid that the laboratory considers confidential or proprietary information that qualifies as a trade secret should be clearly identified as such.

### **E. LABORATORY REQUIREMENTS**

The bid must include specific information responding to all requirements listed in this RFP. The information must be provided in sufficient detail for the Commissions to determine compliance with the requirements.

#### **1. Facilities and Equipment**

- a. The laboratory must be a restricted entry equine drug testing laboratory having a minimum, of five years experience in equine drug testing.
- b. The laboratory and all testing equipment and materials must be secure from outsiders and secure from tampering.
- c. The laboratory must at a minimum possess the following equipment:
  1. Equipment for liquid-liquid and solid phase extractions
  2. Equipment for micro-technique thin-layer chromatography
  3. Equipment for ELISA immunassay testing procedures and an automated plate reader. List the vendor of ELISA kits currently employed on a daily basis.

## Scope of Work (Continued)

### **I. BACKGROUND INFORMATION:** (Continued)

#### **E. LABORATORY REQUIREMENTS** (Continued)

##### **1. Facilities and Equipment** - continued

c. The laboratory must possess the following equipment:  
(Continued)

4. A high performance liquid chromatograph equipped with an autosampler, ultraviolet, fluorescence, and diode array detectors
5. A gas chromatograph/mass spectrometer with computer data system, auto-sampler, and a comprehensive drug library including equine specific drugs and metabolites.
6. A high performance liquid chromatograph/ Ion-trap mass spectrometer (LC/MS/MS) with MS<sup>n</sup> scanning Capability.

d. The laboratory shall have and maintain all applicable Federal and State drug and controlled substance licenses and permits.

##### **2. Personnel**

- a. The laboratory must be under the direction of an individual who holds a minimum of a Bachelors Degree in pharmacology, toxicology, or chemistry with at least six years experience in equine drug testing, at least four years of which should include administrative managerial experience. The laboratory director shall be a full time employee of the laboratory and have overall responsibilities for all drug testing operations.
- b. At least one senior staff member must be a Professional member of the Association of Official Racing Chemists and must maintain their status for the duration of the contract.
- c. Senior staff of the laboratory must be active professionals and participants in the racing community by attending the Association of Racing commissioners International (ARCI) and the Association of Official Racing Chemists (AORC) annual conventions.
- d. The laboratory must employ a sufficient number of competent technicians capable of supporting the volume of testing within the prescribed time limits.

**I. BACKGROUND INFORMATION:** (Continued)

**E. LABORATORY REQUIREMENTS** (Continued)

**2. Personnel** - Continued

- e. The bid must include the resumes of all supervisory and supporting personnel.
- f. No laboratory staff, nor any person having a direct financial interest in the laboratory as an owner, officer, or director, may have a financial interest in the ownership of a race animal, either directly or indirectly, or any other conflicting financial interest connected with horse racing.

**3. Experience/References**

- a. The laboratory must describe its experience in equine drug testing and include the name and phone number of contact persons for whom the laboratory has performed such services during the past five years.
- b. The laboratory shall have been a participant in the ARCI Drug Testing Quality Assurance Program during the past five years and provide details regarding any blind samples which were not reported as positive and the corrective actions which were taken.
- c. The laboratory must list all professional organizations of which it is a member.
- d. The laboratory must list any significant contributions (publications, new analytical findings, current research projects) relating to racing chemistry which the laboratory has provided during its tenure as a drug testing laboratory.

**4. Tests to Be Conducted**

The laboratory must perform the following analytical tests on samples for the Thoroughbred and Harness Racing Commissions.

- a. Thoroughbred Samples
  - 1. Thin layer chromatography (TLC), 3 screens (acid, base, and glucuronide metabolite) on all urine samples. The three TLC extraction procedures shall be the following ARCI Drug Testing and Quality Assurance methods:  
Base Hydrolysis Acid Extraction (BH), Differential Base Extraction (DBE), and Enzyme Hydrolysis (SEH).

## Specifications

### **I. BACKGROUND INFORMATION:** (Continued)

#### **E. LABORATORY REQUIREMENTS** (Continued)

##### **4. Tests to Be Conducted**

###### **a. Thoroughbred Samples (continued)**

Pooling of samples for TLC testing is prohibited. Instrumental and/or solid phase extraction methods may be used to screen for those drugs routinely detected by the above TLC methods provided equivalent drug coverage and sensitivity is maintained.

2. All urine samples shall also be screened using ELISA methodology. A minimum of fifty (50) individual assay tests shall be performed on all urine samples on a monthly rotating menu from Testing Component's, and Neogen's list of ELISA tests. Pooling of samples for ELISA testing is prohibited.
3. Phenylbutazone quantitation shall be performed on all blood samples using high performance liquid chromatography with diode array detection. Samples containing more than two (2) micrograms per milliliter shall be reported to the Designated State Officials as positive. Wherever used herein, the term "Designated State Officials" means for thoroughbred racing, the Executive Director of the Thoroughbred Racing Commission and the State Steward and for harness racing, the Administrator of Racing and Presiding Judge.
4. Furosemide quantitation shall be performed on all blood samples on the Furosemide (Salix) list, using high performance liquid chromatography with fluorescence detection. Samples containing more than 100 nanograms of furosemide per milliliter shall have the specific gravity of the corresponding urine sample measured, and the results reported to the Designated State Officials. Samples containing greater than 100 nanograms of furosemide per milliliter of plasma and having a urine specific gravity of less than 1.010 shall be reported as positive to the Designated State Officials.

All urine samples shall be tested for the presence of furosemide (Salix) and aminocaproic acid (Amicar). Samples marked as being on the "Salix" and/or "Amicar" medication programs shall have a detectable amount of the listed drug(s) present in the urine sample. Samples not listed on the medication program that contain furosemide and/or aminocaproic acid shall be reported as positive to the Designated State Officials.

## Scope of Work (Continued)

### **I. BACKGROUND INFORMATION:** (Continued)

#### **E. LABORATORY REQUIREMENTS** (Continued)

##### **4. Tests to Be Conducted**

###### **a. Thoroughbred Samples** (continued)

6. All "blood only" samples shall be screened for acid drugs and basic drugs by high performance liquid chromatography with diode array detection, ("Blood only" means the sample collected from an individual horse was blood). Blood samples containing phenylbutazone shall be quantitated and samples containing more than two (2) micrograms per milliliter of plasma shall be reported to the Designated State Officials as positive.
7. Confirmatory testing for all positive qualitative screening tests in urine and "blood only" samples shall be gas chromatography/mass spectrometry or equivalent confirmatory procedure. Quantitative tests for phenylbutazone and furosemide shall stand as positive with the results of high performance liquid chromatography.
8. All blood samples shall be tested for the presence of erythropoietin (EPO) antibodies using Testing Components' EPO antibody ELISA test. Samples exhibiting a positive response to this test shall be reported to the Designated State Officials.
9. Trainers/owners may submit blood and/or urine samples for EPO and/or routine drug screening on their own behalf. These samples will be submitted as "claiming" samples by the Designated State Officials. Testing of these samples shall be completed within 72 hours of receipt.
10. Additional ELISA tests in lieu of the thin layer screening (TLC) tests may be added at the discretion of the Designated State Officials. Also special screening tests (i.e. LC/MS/MS) shall be performed in lieu of TLC and/or ELISA tests at the discretion of Designated State Officials.
11. All blood samples shall be screened for anabolic steroids using liquid chromatography - mass spectrometry. The method used shall have a minimum limit of detection of 100 picograms per milliliter of plasma. Blood samples that test positive shall have the corresponding urine sample tested. The detected anabolic steroid shall be confirmed and quantitated in both the blood urine sample. Samples that exceed the quantitative thresholds for the current Delaware drug rules shall be reported to the Designated State Officials.

**I. BACKGROUND INFORMATION:** (Continued)

**E. LABORATORY REQUIREMENTS** (Continued)

**4. Tests To Be Conducted**

**b. Harness Commission Samples**

1. Thin layer chromatography (TLC), 3 screens (acid, base, and glucuronide metabolite) on all urine samples. The three TLC extraction procedures shall be the following ARCI Drug Testing and Quality Assurance methods: Base Hydrolysis Acid Extraction (BH), Differential Base Extraction (DBE), and Enzyme Hydrolysis (SEH).

Pooling of samples for TLC testing is prohibited. Instrumental and/or solid phase extraction methods may be used to screen for those drugs routinely detected by the above TLC methods provided equivalent drug coverage and sensitivity is maintained.

2. All urine samples shall also be screened using ELISA methodology. A minimum of thirty-five (35) individual assay tests shall be performed on all urine samples on a monthly rotating menu from Testing Component's, and Neogen's list of ELISA tests. Pooling of samples for ELISA testing is prohibited.
3. Phenylbutazone quantitation shall be performed on all blood samples using high performance liquid chromatography with diode array detection. Samples containing more than two (2) micrograms per milliliter shall be reported to the Designated State Officials as positive.
4. Urine samples marked as being on the furosemide (Salix) program shall be measured for specific gravity. Samples having a specific gravity less than 1.010 shall have the corresponding blood plasma sample quantitated for furosemide. Plasma samples having greater than 100 nanograms of furosemide per milliliter shall be reported as positive to the Designated State Officials.
5. All urine samples shall be tested for the presence of furosemide (Salix) and aminocaproic acid (Amicar). Samples marked as being on the "Salix" and/or "Amicar" medication programs shall have a detectable amount of the listed drug(s) present in the urine sample. Samples not listed on the medication program that contain furosemide and/or aminocaproic acid shall be reported as positive to the Designated State Officials.

## Scope of Work (Continued)

### **I. BACKGROUND INFORMATION:** (Continued)

#### **E. LABORATORY REQUIREMENTS** (Continued)

##### **4. Tests To Be Conducted**

##### **b. Harness Commission Samples (continued)**

6. All "blood only" samples shall be screened for acid and basic drugs by high performance liquid chromatography with diode array detection, ("Blood only" means the sample collected from an individual horse was blood).
7. Confirmatory testing for all positive qualitative screening tests in urine and "blood only" samples shall be gas chromatography/mass spectrometry or equivalent phenylbutazone and confirmatory procedure. Quantitative tests for phenylbutazone and furosemide shall stand as positive with the results of high performance liquid chromatography.
8. All blood samples shall be tested for the presence of erythropoietin (EPO) antibodies using Testing Components' EPO antibody ELISA test. Samples exhibiting a positive response to this test shall be reported to the Designated State Officials.
9. Trainers/owners when claiming a horse may request the Commission to perform blood and/or urine samples for EPO and/or routine drug screening on their own behalf. These samples will be submitted as "claiming" samples by the Designated State Officials. Testing of these samples shall be completed within 72 hours of receipt.
10. Additional ELISA tests in lieu of the thin layer screening (TLC) tests may be added at the discretion of the Racing Administrator/Racing Commission. Also special screening tests (i.e. LC/MS/MS) shall be performed in lieu of TLC and/or ELISA tests at the discretion of the Designated State Officials.
11. All blood samples shall be screened for anabolic steroids using liquid chromatography - mass spectrometry. The method used shall have a minimum limit of detection of 100 picograms per milliliter of plasma. Blood samples that test positive shall have the corresponding urine sample tested. The detected anabolic steroid shall be confirmed and quantitated in both the blood urine sample. Samples that exceed the quantitative thresholds for the current Delaware drug rules shall be reported to the Designated State Officials.



**I. BACKGROUND INFORMATION:** (Continued)

**E. LABORATORY REQUIREMENTS** (Continued)

**5. Chain of Custody/Testing and Handling Protocol**

- a. The laboratory must have the ability to maintain proper chain of custody throughout the testing process. The chain of custody must be strictly controlled and be properly executed by authorized persons to withstand scrutiny at any evidentiary hearing.
- b. Samples shall be handled, opened, analyzed, or stored only in a secure area of the laboratory. No person shall be permitted to tamper with, break the seal of, adulterate, commingle, remove or attempt to remove a portion of any specimen, except authorized laboratory personnel.
- c. During all phases of the analysis, the laboratory must store the samples in locked refrigerators and/or freezers.
- d. After analysis, the laboratory must store positive samples in locked freezers for a minimum of one (1) year or until all legal proceedings have been settled.
- e. All testing services must be performed by the laboratory and no portion of the testing services may be performed by subcontractors unless specifically authorized by the Racing Commission.
- f. The laboratory may not disclose any information relating to any test sample to any person other than those designated by the Commission to receive such information.

Scope of Work (Continued)

**I. BACKGROUND INFORMATION:** (Continued)

**E. LABORATORY REQUIREMENTS** (Continued)

**6. Reporting/Record keeping**

- a. The laboratory must report all negatives within 72 hours (excluding weekends and holidays), of receipt unless extenuating circumstances requiring time extension are approved by the Designated State Officials.
- b. The laboratory must fax written notification on all positives to the Designated State Officials as soon as possible. Positives are to be completed within ten (10) working days of sample receipt.
- c. The laboratory must mail a full written report of all test results each week to the Designated State Officials within 5 days of the end of each week.
- d. The laboratory must provide expert testimony by the lab director, head chemist, or other appropriate personnel at hearings or Commission meetings as required throughout the year.
- e. The laboratory must retain all records and testing data on negative samples for at least two (2) years. Data on positives shall be retained for five (5) years or until all legal proceedings have been settled.

**7. Additional Testing/Research and Resources**

- a. The laboratory must provide testing of special samples and/or contraband, such as syringes or injectable vials, on request by the Designated State Officials.
- b. The laboratory must be capable of obtaining drug administration test samples for research or special testing purposes.
- c. The laboratory must have access to and/or relationships with additional scientific/expert personnel regarding veterinary pharmacology, toxicology, and/or chemistry to provide additional resources as may be needed throughout the contract.
- d. Please provide information on other tests that you can perform.

**I. BACKGROUND INFORMATION:** (Continued)

**E. LABORATORY REQUIREMENTS** (Continued)

**8. Quality Control**

- a. The laboratory must participate in the Association of Racing Commissioners International Drug Testing Quality Assurance Program. Participation in the ARCI program will be funded by the Racing Commissions and the race tracks.
- b. The laboratory shall employ, during the normal course of business, an ongoing internal quality assurance program. This requires the continual use of positive control samples to demonstrate the efficacy of all methodologies in use during the performance of the contract.
- c. The laboratory must achieve the ISO/IEC 17025 standard prior to January 1, 2011 and must maintain the the ISO/IEC 17025 standard at all times thereafter.

**9. Site Visits**

The laboratory will permit inspections by or on behalf of the Designated State Officials at any time during regular business hours.

**F. SPECIFIC BID COST ELEMENTS**

The cost for sample testing must be submitted on an all inclusive basis. The laboratory will not be reimbursed for any other than the all-inclusive price quoted in the proposal. All prices in the proposal must remain fixed and valid for the entire contract period.

The services and supplies that are to be provided by the laboratory are outlined on the following page.

**G. MOST CURRENT TESTING**

In the event that the testing methods described in this Appendix A-Scope of Work become outdated during the term of the contract and more current testing methods become available, at the request of the Designated State Officials, the laboratory agrees to adopt the more current testing methods at a cost as agreed or, if the laboratory cannot adopt the more current testing methods at an agreed cost, then the Designated Racing Officials may upon written notice, in its sole discretion, remove the test from this contract and contract for such testing with an alternate laboratory.

### Scope of Work (Continued)

The quoted prices shall include the following supplies and services:

1. All required shipping containers, urine sample jars, blood tubes, sample tags, needles needle holders, tamper-proof evidence seals, and ice packs. Specifically:
  - a. All sample shipping containers must be fitted with locks and hasps to ensure sample integrity and security. Heavy gauge stainless steel metal boxes are recommended.
  - b. Urine Collection cups shall be leak proof 16 oz. polypropylene jars with lids and shall have a security seal intact across the lid of the jar.
  - c. Split sample urine cups shall be leak proof 8 oz. polypropylene jars with lids and shall have a security seal intact across the lid of the jar.
  - d. Blood tubes shall be 10 milliliter heparinized vacutainers. Two (2) tubes shall be supplied for each sample as one (1) tube will be used for a split sample.
  - e. Needles shall be 20 gauge one (1) inch for multiple tube collection.
2. All testing materials, reagents, chemicals, and immunassays kits.
3. All sample testing including screening, quantitation, and confirmatory analyses.
4. Preparation and shipping of all supplies to the designated race tracks.
5. All telephone, postage, facsimile, and written reports to the Designated State Officials and/or designated representative.
6. Positive sample remaining portion retained in frozen storage.
7. Ongoing internal quality assurance/quality control program.
8. **MUST** - Membership and participation in the AORC.
9. **MUST** - Participation in the ARCI Drug Testing Quality Assurance Program.
10. **MUST** - Achieve the ISO/IEC 17025 standard prior to January 1, 2011

CONTRACT NO. 08-393 EQUINE DRUG TESTING SERVICES

<b>LABORATORY TESTING SERVICES – PRICE DETERMINATION</b>		
<b>DESCRIPTION</b>	<b>EST QTY</b>	<b>PRICE</b>
Price per single urine sample for the Thoroughbred drug testing protocol in accordance with Appendix A-I, E.4.a.	1500	\$_____
Price per single blood sample for the Thoroughbred phenylbutazone testing protocol in accordance with Appendix A-I, E.4.a.3.	1500	\$_____
Price per single blood sample for the Thoroughbred furosemide testing protocol in accordance with Appendix A-I, E.4.a.4.	1500	\$_____
Price per single “blood only” sample for the Thoroughbred drug testing protocol in accordance with Appendix A-I, E.4.a.6.	600	\$_____
Price per single blood sample for the Thoroughbred EPO testing protocol in accordance with Appendix A-I, E.4.a.8.	1500	\$_____
Price per single blood sample for trainers/owners for the Thoroughbred EPO testing protocol in accordance with Appendix A-I, E.4.a.9.	300	\$_____
Price per single urine sample for trainers/owners for the Thoroughbred routine drug testing protocol in accordance with Appendix A-I, E.4.a.9	50	\$_____
Price per single urine sample for the Harness drug testing protocol in accordance with Appendix A-I, E.4.b.	2300	\$_____
Price per single blood sample for the Harness phenylbutazone testing protocol in accordance with Appendix A-I, E.4.b.3.	2300	\$_____
Price per single blood sample for the Harness furosemide testing protocol in accordance with Appendix A-I, E.4.b.4.	600	\$_____
Price per single “blood only” sample for the Harness drug testing protocol in accordance with Appendix A-I, E.4.b.6.	600	\$_____
Price per single blood sample for the Harness EPO testing protocol in accordance with Appendix A-I, E.4.b.9.	3700	\$_____

PROPOSAL REPLY SECTION  
CONTRACT NO. 08-393  
EQUINE DRUG TESTING SERVICES

<b>LABORATORY TESTING SERVICES – PRICE DETERMINATION</b>		
<b>DESCRIPTION</b>	<b>EST QTY</b>	<b>PRICE</b>
Price per single blood sample for trainers/owners for the Harness EPO testing protocol in accordance with Appendix A-I, E.4.b.10.	300	\$_____
Price per single urine sample for trainers/owners for the Harness routine drug testing protocol in accordance with Appendix A-I, E.4.b.10.	50	\$_____
Price per blood sample for the Thoroughbred anabolic steroid screening testing protocol in accordance with Appendix A-1,E.4.a.11"		
Price to confirm and quantitate blood and urine anabolic steroid concentrations for the Thoroughbred testing protocol in accordance with Appendix A-1,E.4.a.11		
Price per blood sample for the Harness anabolic steroid screening testing protocol in accordance with Appendix A-1,E.4.b.12		
Price to confirm and quantitate blood and urine anabolic steroid concentrations for the Harness testing protocol in accordance with Appendix A-1,E.4.b.12		